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submit to the Agricultural Marketing Service through the inspector assigned to the plant or other representative of the Inspection Service, for approval to use any proposed advertising in which reference is made to the Inspection Service.

[32 FR 15066, Nov. 1, 1967, as amended at 38 FR 7448, Mar. 22, 1973. Redesignated at 42 FR 32514, June 27, 1977, and further redesignated at 46 FR 63203, Dec. 31, 1981]

§ 51.60 Termination of contracts.

In case the applicant wishes to terminate the contract he agrees either to continue the service until all unused containers, labels and advertising material on hand or in the possession of his supplier bearing the Department shield, or reference to continuous inspection service have been used, or to destroy such containers, labels and advertising material, or to obliterate the Department shield and all other reference to the continuous inspection service on said containers, labels, and advertising material, or otherwise furnish assurance satisfactory to the Agricultural Marketing Service that such containers, labels and advertising material will not be used in violation of the terms and conditions of this agreement. In case the continuous inspection service is terminated for cause by the Agricultural Marketing Service, the applicant agrees to destroy all unused containers, labels and advertising material on hand bearing the Department shield, or reference to continuous inspection service, or to obliterate the Department shield, and all reference to the continuous inspection service on said containers, labels and advertising material or otherwise furnish assurance satisfactory to the Agricultural Marketing Service that such containers, labels and advertising material will not be used in violation of the terms and conditions of the agreement.

§ 51.61 Congressional interest in contracts.

No member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract provided for in the regulations in this subpart or to any benefit that may arise therefrom, but this provision shall not be construed to extend

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to such contract if made with a corporation for its general benefit, and shall not extend to any benefits that may accrue from the contract to a member of, or delegate to Congress, or a Resident Commissioner in his capacity as a farmer.

§ 51.62 OMB control numbers assigned pursuant to the Paperwork Reduction Act.

The information collection requirements contained in this part have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and have been assigned OMB Control No. 0581-0125.

(44 U.S.C. Chap. 35)

[49 FR 23826, June 8, 1984]

Subpart—United States Standards for Grades of Apples¹

SOURCE: 29 FR 10573, July 30, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and further redesignated at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.300 U.S. Extra Fancy.

“U.S. Extra Fancy” consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, scald, scab, bitter pit, Jonathan spot, freezing injury, visible water core, and broken skins and bruises except those which are slight and incident to proper handling and packing. The apples are also free from injury caused by smooth net-like russetting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, disease, insects, or other means; and free from damage by smooth solid, slightly rough or rough russetting, or stem or calyx cracks, and free from damage by invisible water core after January 31st of the year following the year of production except for the Fuji variety of

¹Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

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apples. Invisible water core shall not be scored against the Fuji variety of apples under any circumstances. Each apple of this grade has the amount of color specified in § 51.305 for the variety. (See §§ 51.305 and 51.307.)

[62 FR 28981, May 29, 1997]

§ 51.301 U.S. Fancy.

“U.S. Fancy” consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, bitter pit, Jonathan spot, scald, freezing injury, visible water core, and broken skins and bruises except those which are incident to proper handling and packing. The apples are also free from damage caused by russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, disease, insects, damage by other means, or invisible water core after January 31st of the year following the year of production, except for the Fuji variety of apples. Invisible water core shall not be scored against the Fuji variety of apples under any circumstances. Each apple of this grade has the amount of color specified in § 51.305 for the variety. (See §§ 51.305 and 51.307.)

[62 FR 28981, May 29, 1997]

§ 51.302 U.S. No. 1.

The requirements of this grade are the same as for U.S. Fancy except for color, russeting, and invisible water core. In this grade less color is required for all varieties with the exception of the yellow and green varieties other than Golden Delicious. Apples of this grade are free from excessive damage caused by russeting which means that apples meet the russeting requirements for U.S. Fancy as defined under the definitions of “damage by russeting”, except the aggregate area of an apple which may be covered by smooth net-like russeting shall not exceed 25 percent; and the aggregate area of an apple which may be covered by smooth solid russeting shall not exceed 10 percent: *Provided*, That in the case of the Yellow Newtown or similar varieties the aggregate area of an apple which may be covered with smooth solid

russeting shall not exceed 20 percent. Each apple of this grade has the amount of color specified in § 51.305 for the variety. There is no requirement in this grade pertaining to invisible water core. (See §§ 51.305 and 51.307.)

(a) *U.S. No. 1 Early*. “U.S. No. 1 Early” consists of apples which meet the requirements of U.S. No. 1 grade except as to color and maturity, and meet a minimum size requirement. Apples of this grade have no color requirements, need not be mature, and are not less than 2 inches in diameter. This grade is provided for varieties such as Duchess, Gravenstein, Red June, Twenty Ounce, Wealthy, Williams, Yellow Transparent, and Lodi, or other varieties which are normally marketed during the summer months. (See § 51.307.)

(b) *U.S. No. 1 Hail*. “U.S. No. 1 Hail” consists of apples which meet the requirements of U.S. No. 1 grade except that hail marks where the skin has not been broken, and well healed hail marks where the skin has been broken, are permitted: *Provided*, The apples are fairly well formed. (See §§ 51.305 and 51.307.)

§ 51.303 U.S. Utility.

“U.S. Utility” consists of apples of one variety which are mature but not overripe, carefully hand-picked, not seriously deformed; free from decay, internal browning, internal breakdown, scald, and freezing injury. The apples are also free from serious damage caused by dirt or other foreign matter, broken skins, bruises, russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, visible water core, disease, insects, or other means. (See § 51.307.)

§ 51.304 Combination grades.

(a) Combinations of the above grades may be used as follows:

(1) Combination U.S. Extra Fancy and U.S. Fancy;

(2) Combination U.S. Fancy and U.S. No. 1;

(3) Combination U.S. No. 1 and U.S. Utility.

(b) Combinations other than these are not permitted in connection with